

City of West Linn

"What if" package proposal

(valid through next bargaining session)

Version II

ARTICLE 19 – HOURS OF WORK

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7A 805
- A. Regular Hours. The regular hours of work each day shall be consecutive.
 - B. Work Week. The workweek shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off duty. The City may elect a workweek based on four (4), ten (10) hour days followed by three (3) days off duty; ~~Following such an election, all accruals, which are currently based on an eight (8) hour workday shall be negotiated.~~ *(bargaining note: This sentence is not necessary. Accruals are separately identified based on pay periods.)*
 - C. Workday. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time, except for emergency situations. A workday shall for purposes hereof being at 12:01 a.m. on the beginning calendar day of the employee's scheduled shift. The City at its discretion may revise the starting and quitting time and shift assignment of an employee to meet the needs of the City following ten (10) calendar days' notice.
 - D. Rest Periods. Except in cases of emergencies, two (2) rest periods, fifteen (15) minutes each, shall be permitted to all employees, preferably midway between each half of the assigned workday. An employee shall not be allowed to shorten their workday or lengthen their lunch period by not taking their rest periods, except on occasion with prior supervisory approval.
 - E. Meal Periods. Sworn officers will be granted a meal period during their working shift, during which time employees are subject to call when needed. Each non-sworn employee shall have a thirty (30) minute uninterrupted paid lunch break within each eight (8) hour workday, except in cases of emergency. Employees not on regular duty (i.e., attending school, seminar, conference, etc.) will not be eligible for a meal period during the working time unless the seminar, class, etc. continues through the lunch period.
 - F. Voluntary Shift Trade. Employees may voluntarily trade work shifts with each other with the permission of their supervising officer provided such trade does not result in overtime work.
 - G. Shift Bidding. Shifts are six months long. (currently October to March, April to September) Shift bidding will occur two calendar months preceding ~~the month preceding the six-~~

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month shift duration for two six (6) month bids. (every February) March and September). For each six (6) month bidding, management will assign each shift a regular starting time, ending time and the days off based upon management's determination of operational needs (the Department's need to provide police services in an appropriate manner, time and with adequate safety for all, police officers and citizens.)

Bidding will be by seniority as defined in Article 5, except that an officer cannot work the same "shift assignment" more than three (3) consecutive times without approval of the Chief for operational need or reasonable circumstance. A "shift assignment" is an assignment based on a set schedule, such as "day" shift, "swing" or "graves." If an employee is forced to bid off a shift assignment that displaces another employee, the employee will bump the least senior employee ("bumped employee") of the other remaining shifts. The bumped employee will fill the shift assignment vacated by the forced rotating employee and will be able to use seniority with the new shift assignment. The bumped employee will receive credit for meeting the "3 in a row" rule.

~~For the purposes of integrating this process, the "3 in a row" rule will be applied prospectively to as follows: Seniority applies as provided by Article 5, Seniority.~~

~~Effective March 2016 shift bid, for Officers with 0-71 months of seniority, this shift rotation will be the first shift assignment to count towards the "3 in a row" rule.~~

~~Effective September 1, 2016 shift bid, for Officers with 72-131 months of seniority, this shift rotation will be the first shift assignment to count towards the "3 in a row" rule.~~

~~Effective March 1, 2017 shift bid, for Officers with 132-179 months of seniority, this shift rotation will be the first shift assignment to count towards the "3 in a row" rule.~~

~~Effective September 1, 2017, shift bid for Officers with 180 or more months of seniority, this shift rotation will be the first shift assignment to count towards the "3 in a row" rule.~~

Officers assigned as traffic officers, School Resource Officers (SROs), Detectives or any other specialty assignment are not eligible to bid unless their transfer to the patrol division will occur in the "bidding months" – September and March.

1. Shift and Days Off

If it is necessary for the City to fill vacancies or otherwise adjust the shift staffing levels during each six (6) month term of a shift bidding, the City may fill those vacancies as follows:

- a. Ask for volunteers to fill the vacancies and award based on the seniority and qualifications of the volunteers.
- b. If sufficient volunteers are not available to meet the staffing needs, the Association representative shall be personally notified and shall have forty-eight (48) hours from the City's notification to request a full shift bidding opportunity. If the City is unable to make contact with either shop stewards, it shall contact one of the two individuals next designated by the Association as its acting representative.

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- c. If such a request is not made, the City shall make the changes it deems necessary to assure adequate coverage for all shifts. In making such changes, the City will make a good faith effort to affect the least senior employee(s) whenever possible, consistent with the Department's operational and training needs.

2. Probationary employees will be scheduled at the discretion of the City and may be assigned and rotated to any shift schedule or position on shift.

3. Shift Rotation Adjustments.

~~For the purpose of this Article and consistent with 29 CFR Federal Regulation Section 778.301 and 778.302, the City shall not be obligated to pay overtime that arises as a result of shift rotation so long as the employee does not work more than eighty (80) hours within a fourteen (14) day pay period or more than five (5) consecutive days during a pay period. (bargaining note: City pays the OT as practice)~~ The City shall schedule employees for a minimum of eighty (80) hours within the fourteen (14) day period. The Department and employee, with notice to the Association, may agree to adjust the employee's work schedule and/or days off during this 14-day period to ensure the employee is scheduled for a minimum of 80 hours within the 14-day period. In order to be eligible for bidding, a police officer shall meet all of the following criteria:

- a. Successful completion of the probationary period;
- b. Possession of a basic or higher DPSST certificate;
- c. Twenty-four (24) months of experience transferable to law enforcement as determined by using reasonable criteria; and
- d. Be on continuous shift assignment;

Police Officers who have accepted specialty assignments; such as, but not limited to, Detective, School Resource Officer, and motorcycle duty shall not be eligible for the shift bidding. If there is more than one (1) person assigned to motorcycle duty, deployment of duty will be determined by seniority of officers so assigned and approved by deploying supervisors.

ARTICLE 21 – CALL IN TIME

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Whenever an employee is called back to work, the employee shall be paid at the overtime rate (Article 20(C)) with a minimum of four (4) hours for each call back at the overtime rate.

On a scheduled workday this minimum shall not apply if the call back assignment begins one (1) hour or less before the start or after the end of the employee's regular shift, in which case employees will be paid one (1) hour at the overtime rate as provided by Article 20. This provision does not apply to shift extensions.

Except in an emergency, an employee shall be released from duty immediately upon cessation of the event that required the call back.

Telephone calls: If the City makes a work-related telephone call to an officer outside of regular work hours, and the officer is required as a result to perform work for the City, the officer shall be compensated for the actual time worked on the telephone call, rounded up to the nearest 15 minutes. Phone calls to an officer for the purpose of asking the officer if they are available to perform extra work or for matters that are de minimus in time are not compensable. De minimus is generally for calls of less than 5 minutes.

Payment for a call back and "telephone calls" are separate time keeping events.

(bargaining note: parties agree that some multiple calls withing 15 minutes on the same matter are effectively 1 call. For example, there are some back and forth calls due to contacting other parties involved)

ARTICLE 22 – COURT APPEARANCES

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Call back for court appearance is to be compensated at the overtime rate (Article 20(c)) for a minimum of four (4) hours. This minimum shall not apply if the court appearance begins one (1) hour or less before the start or after the end of the employee's regular shift, in which case employees will be paid one (1) hour at the overtime rate as provided by Article 20.

Except in an emergency, an employee shall be released from duty immediately upon cessation of his/her need to attend specific court appearance which required the call back.